

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California

5 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
6 AND
7 THE CITY OF TRACY
8 PROVIDING FOR PROJECT WATER SERVICE

9 THIS CONTRACT, made this _____ day of _____, 2014,
10 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
11 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
12 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
13 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as
14 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
15 hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF
16 AMERICA, hereinafter referred to as the United States, and the CITY OF TRACY, hereinafter
17 referred to as the Contractor, a public agency of the State of California, duly organized, existing,
18 and acting pursuant to the laws thereof;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the United States and The West Side Irrigation District (The West
22 Side) entered into an interim renewal Contract (long-form interim renewal contract)
23 No. 7-07-20-W0045-IR1, which provided for the continued water service of 7,500 acre-feet

24 of Central Valley Project (CVP) water to The West Side following expiration of Contract
25 No. 7-07-20-W0045; and

26 WHEREAS, the United States and The West Side entered into successive
27 renewals, of which the last long-form interim renewal contract was Contract
28 No. 7-07-20-W0045-IR5, hereinafter referred to as IR5; and

29 WHEREAS, on February 7, 2004, the Contractor, The West Side, and the United
30 States executed a partial assignment agreement, "Agreement for Assignment of Portion of Water
31 Service Contract", which assigned to the Contractor the rights, duties, and obligations of The West
32 Side in Contract No. 7-07-20-W0045-IR7 for 2,500 acre-feet with an exclusive option for the
33 Contractor to acquire the contract right to an additional 2,500 acre-feet; and

34 WHEREAS, the United States and the Contractor entered into the first interim
35 renewal contract identified as Contract No. 7-07-20-W0045-IR9-B, hereinafter referred to as
36 IR9-B; and

37 WHEREAS, the United States and the Contractor have entered into successive
38 renewals of IR9-B, the most recent of which is Contract No. 7-07-20-W0045-IR13-B, hereinafter
39 referred to as IR13-B effective March 1, 2012, through February 28, 2014; and

40 WHEREAS, the United States and the Contractor have made significant progress
41 in their negotiations of a long-term renewal contract, believe that further negotiations on the
42 long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to
43 seek to reach agreement, but anticipate that the environmental documentation necessary for
44 execution of any long-term renewal contract may be delayed for reasons beyond the control of
45 the parties; and

46 WHEREAS, the Contractor has requested a subsequent interim renewal contract
47 pursuant to IR13-B; and

48 WHEREAS, the United States has determined that the Contractor has to date
49 fulfilled all of its obligations under IR13-B; and

50 WHEREAS, the United States is willing to renew IR13-B pursuant to the terms
51 and conditions set forth below;

52 NOW, THEREFORE, in consideration of the mutual and dependent covenants
53 herein contained, it is hereby mutually agreed by the parties hereto as follows:

54 RENEWAL AND REVISION OF
55 CONTRACT NO. 7-07-20-W0045-IR13-B

56 1. Except as specifically modified by this Contract, all provisions of IR13-B are
57 renewed with the same force and effect as if they were included in full text with the exception of
58 Article 1 of IR13-B thereof, which is revised as follows:

59 (a) The first sentence in subdivision (a) of Article 1 of IR13-B is replaced
60 with the following language: "This Contract shall be effective from March 1, 2014, and shall
61 remain in effect through February 29, 2016, and thereafter will be renewed as described in
62 Article 2 of IR5 if a long-term renewal contract has not been executed with an effective
63 commencement date of March 1, 2016."

64 (b) Subdivision (b) of Article 1 of IR13-B is amended by deleting the date
65 "February 15, 2014," and replacing same with the date "February 15, 2016."

66 (c) Subdivision (c) of Article 1 of IR13-B is amended by deleting the dates
67 "February 1, 2014," "February 15, 2014," and "February 28, 2014," and replacing same with
68 the dates "February 1, 2016," "February 15, 2016," and "February 29, 2016," respectively.

69 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
70 the day and year first above written.

71 UNITED STATES OF AMERICA

72 By: _____
73 Regional Director, Mid-Pacific Region
74 Bureau of Reclamation

75 (SEAL)

76 CITY OF TRACY

77 By: _____
78 City Manager

79 Attest:

80 By: _____
81 Secretary